

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 29-Apr-2005		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) W912EQ-05-B-0007	
6. ISSUED BY US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894		CODE W912EQ		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. W912EQ-05-B-0010	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 08-Apr-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> X is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 1. This amendment is for Revetment Repairs, Dike Repairs, Riprap Upper Bank Paving in the Ohio and Mississippi Rivers between Mound City, Illinois (Ohio River Mile 972) and Mouth of White River, Arkansas (Mississippi River Mile 599 AHP). 2. Section 00010 - Solicitation Contract Form should be deleted in its entirety and replace with the attached Bid Schedule. 3. Delete clause 52.236-4, Physical Data (APR 1984) in its entirety and replace with the attached Physical Data Clause. 4. Standard Form 1442 - Block six (6) should be deleted in its entirety and replaced with W912EQ-05-B-0010. 5. Section 00600 - delete Clause 252.209-7001 "Disclosure Of Ownership Or Control By The Government Of A Terrorist Country. (SEP 2004). "continued on next page"							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 29-Apr-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION 00010 - SOLICITATION CONTRACT FORM

6. Section 00700 – add EFARS Clause 52.211-5001 “Variations In Estimated Quantities, Subdivided Items (MAR 1995).

7. Section 00800 – Delete subparagraph 1.3 in its entirety. See clause at 52.211-5001 Variations in Estimated Quantities, Subdivided Items (MAR 1995).

**REVETMENT REPAIRS, DIKES REPAIRS
RIPRAP UPPER BANK PAVING IN THE OHIO
AND MISSISSIPPI RIVERS BETWEEN
MOUND CITY, IL (OHIO RIVER MILE 972)
AND MOUTH OF WHITE RIVER, AR
(MISSISSIPPI RIVER MILE 599 AHP)
SECTION 00010**

BIDDING SCHEDULE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SCHEDULE A – PARCEL I MOUND CITY, IL (OHIO RIVER MILE 972) TO MEMPHIS- AKRANSAS BRIDGE (MISSISSIPPI RIVER MILE 735 AHP)				
<hr/>					
0001AA	MOBILZIATION AND DEMobilIZATION	1	Lump Sum	XXX.XX	\$_____
0001AB	125 LB RIPRAP STONE	25,000	Net Ton (2,000 LB)	\$_____	\$_____
0001AC	250 LB RIPRAP STONE	25,000	Net Ton (2,000 LB)	\$_____	\$_____
0001AD	GRADED STONE A, SMALL REPAIRS	10,000	Net Ton (2,000 LB)	\$_____	\$_____

0001AE	GRADED STONE A, LARGE REPAIRS	25,000	Net Ton (2,000 LB)	\$ _____	\$ _____
0001AF	RIPRAP UPPER BANK PAVING	35,000	Net Ton (2,000 LB)	\$ _____	\$ _____
0001AG	CRUSHED STONE	1,000	Net Ton (2,000 LB)	\$ _____	\$ _____
0001AH	OVERBANK STONE PLACEMENT (TOP BANK TO 300')	10,000	Net Ton (2,000 LB)	\$ _____	\$ _____
0001AJ	OVERBANK STONE PLACEMENT (300' TO 3000')	5,000	Net Ton (2,000 LB)	\$ _____	\$ _____
0001AK	EARTHWORK	10,000	Cubic Yard	\$ _____	\$ _____
0001AL	BREAKING OUT PAVEMENT	250	Square	\$ _____	\$ _____
0001AM	RANGE MARKER	75	Each	\$ _____	\$ _____
0001AN	PAINTING RANGE MARKER	300	Each	\$ _____	\$ _____

0001AP	RANGE CLEARING	500	Square	\$_____	\$_____
0001AQ	ISLAND 15 NECK DIKE STONE	1,000	Net Ton (2,000 LB)	\$_____	\$_____
0001AR	DIKE STONE REMOVAL	100	Hours	\$_____	\$_____
0001AS	UPSTREAM TOWING	200	Miles	\$_____	\$_____
0001AT	DOWNSTREAM TOWING	200	Miles	\$_____	\$_____
TOTAL SCHEDULE A – PARCEL I				\$_____	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SCHEDULE B – PARCEL II MEMPHIS- ARKANSAS BRIDGE (MISSISSIPPI RIVER MILE 735 AHP) TO MOUTH OF WHITE RIVER (MISSISSIPPI RIVER MILE 599 AHP)				

0002AA	MOBILIZATION AND DEMobilIZATION	1	Lump Sum	XXX.XX	\$_____
0002AB	125 LB RIPRAP STONE	25,000	Net Ton (2,000 LB)	\$_____	\$_____
0002AC	250 LB RIPRAP STONE	40,000	Net Ton (2,000 LB)	\$_____	\$_____
0002AD	GRADED STONE A, SMALL REPAIRS	10,000	Net Ton (2,000 LB)	\$_____	\$_____
0002AE	GRADED STONE A, LARGE REPAIRS	15,000	Net Ton (2,000 LB)	\$_____	\$_____
0002AF	RIPRAP UPPER BANK PAVING	15,000	Net Ton (2,000 LB)	\$_____	\$_____
0002AG	CRUSHED STONE	1,000	Net Ton (2,000 LB)	\$_____	\$_____
0002AH	OVERBANK STONE PLACEMENT (TOP OF BANK TO 300')	10,000	Net Ton (2,000 LB)	\$_____	\$_____

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0002AJ	OVERBANK STONE PLACEMENT (300' TO 3,000')	5,000	Net Ton (2,000 LB)	\$_____	\$_____
0002AK	EARTHWORK	10,000	Cubic Yard	\$_____	\$_____
0002AL	BREAKING OUT PAVEMENT	100	Square	\$_____	\$_____
0002AM	RANGE MARKER	65	Each	\$_____	\$_____
0002AN	PAINTING RANGE MARKER	150	Each	\$_____	\$_____
0002AP	RANGE CLEARING	300	Square	\$_____	\$_____
0002AQ	DIKE STONE REMOVAL	100	Hours	\$_____	\$_____
0002AR	UPSTREAM TOWING	200	Miles	\$_____	\$_____
0002AS	DOWNSTREAM TOWING	200	Miles	\$_____	\$_____

TOTAL SCHEDULE B – PARCEL II \$_____

GRAND TOTAL FOR SCHEDULES A AND B \$_____

NOTE 1: Bidders shall furnish unit prices for all items listed on the schedule of bid items, which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

Award will be made as a whole to one bidder.

All quantities are estimated except where unit is given as "LS" or "EA".

AC = Acre	CF = Cubic Feet	CY = Cubic Yard
DH = Miles	EA = Each	FC = 1000 Cubic Feet
FT = Foot	HF = 100 Feet	HH = 100 Cubic Feet
HL= 100 Linear Feet	HR = Hours	HS = 100 Square Feet
HY = 100 Yards	LB = Pound	LF = Linear Foot
LH = Labor Hour	LS = Lump Sum	LY = Linear Yard
MO = Months	SB = Square Mile	SF = Square Foot
SQ = Square	SY = Square Yard	TL = 1000 Linear Feet
UN = Unit	YD = Yard	YL = 100 Linear Yards
YM = Cubic Yards Per Mile		

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

NOTE 2: Item Nos. 0001 and 0002 have been subdivided. A bid for the work shall include a bid for each of these subitems. BIDDERS SHOULD REFER TO THE VARIATION IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995) CLAUSE IN 52.211-5001 SECTION 00700 BEFORE PREPARING THEIR BID FOR THESE ITEMS.

NOTE 3: Bidders are cautioned to read "Required Central Contractor Registration: (252.204-7004) located in SECTION 00700 - CONTRACT CLAUSES.

TECHNICAL POC: DARIAN S. CHASTEEN 901-544-3218
Darian.S.Chasteen@mvm02.usace.army.mil

ADMINISTRATIVE POC: ESTELLA C. BLACKMAN 901-544-0768
estella.c.blackman@mvm02.usace.army.mil

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below are for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. **Physical Conditions.** The indications of physical conditions on the drawings and in the specifications are the result of site investigations by aerial photographs, topographic surveys, and hydrographic surveys.

b. **Weather Conditions.** Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

c. **Transportation Facilities.**

(1) **Condition of Channel.** Normally there is a navigable channel for use by river traffic outside the limits of the construction work to be performed under the contract. Hydrographic surveys in the vicinity of the work are available for inspection in the office of the Contracting Officer.

(2) **Channel Traffic.** The normal traffic on the river consisting of self propelled craft with or without tows will pass the site of the work.

(3) **Obstruction of Channel.** The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved August 8, 1917. The Contractor shall conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore.

d. **Additional Data.** Pertinent data of different local gages on the Mississippi River is indicated in the following tabulation:

Gage Location	Mile (1962)	Zero of Gage Ft. NGVD	Record Low (Gage)	LWRP*	Bankfull (Gage)
Cairo, IL	955.8	270.47	-1.0	9.9	44
New Madrid, MO	889.0	255.48	-1.5	2.5	40
Caruthersville, MO	846.4	235.49	-0.7	3.9	35
Memphis, TN (Weather Bureau Gage)	734.7	183.91	-10.7	-7.2	34
Helena, AR	663.1	141.70	-4.2	-2.2	41

*Low Water Reference Plane (1993)

High water may occur during any period from January to June, after which the stage usually falls and remains low for several months. The normal working season for the work to be done under this contract is seldom more than eight months, extending from about August to March. Annual hydrographs of gage readings of the different Engineers' gages are available for inspection at the office of the Contracting Officer. Currents usually

encountered at the sites of the work during the low water period will vary from about one mile per hour to about six miles per hour. Greater velocities may be encountered in the vicinity of some dikes. (FAR 52.236-4)

52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES, SUBDIVIDED ITEMS

(MAR 1995)--EFARS

This variation in estimated quantities clause is applicable only to Items Nos. 0001 and 0002 (Parcel I & Parcel II).

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. 0001 and 0002 (Parcel I & Parcel II) is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0001 and 0002 (Parcel I & Parcel II) exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0001 and 0002 (Parcel I & Parcel II) exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(End of clause)